

DATE OF LAST REVISION: October 21, 2009 **CONTRACT END DATE: September 30, 2014**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **COMPUTER SOFTWARE SUPPORT & MAINTENANCE
(CAD & COMMAND PT)**

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

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**SERIAL 09085 SS COMPUTER SOFTWARE SUPPORT & MAINTENANCE
(CAD & COMMAND PT)**

DATE OF LAST REVISION: October 21, 2009 CONTRACT END DATE: September 30, 2014

**CONTRACT PERIOD BEGINNING OCTOBER 01, 2009
ENDING SEPTEMBER 30, 2014**

TO: All Departments

FROM: Department of Materials Management

**SUBJECT: Contract for COMPUTER SOFTWARE SUPPORT & MAINTENANCE
 (CAD & COMMAND PT)**

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 9204501.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



SOLE SOURCE CONTRACT

SERIAL 09085 -SS

This Contract is entered into this 16th day of September 2009 by and between Maricopa County, a political subdivision of the State of Arizona, and Northrop Grumman Information Technology, Inc., a Virginia corporation (Contractor) for the purchase of software support and maintenance.

1.0 TERM:

- 1.1 This Contract is for a term of five (5) years, beginning on the 1st day of October, 2009 and ending the 31st day of September, 2014.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the term of this Contract for additional terms up to a maximum of five (5) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 INVOICES AND PAYMENTS:

- 2.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - Company name, address and contact
 - County bill-to name and contact information
 - Contract Serial Number
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Date(s) of service
 - Contract Item number(s)
 - Description of services
 - Extended price
 - Total Amount Due
- 2.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 2.3 Payment shall be made to the Respondent by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer

(EFT) process. After Award the Respondent may fill-out an EFT Enrollment form located on the Maricopa County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

- 2.4 EFT payments to the routing and account numbers designated by the Respondent will include the details on the specific invoices that the payment covers. The Respondent is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

4.0 TAX: (COMMODITIES)

Tax shall not be levied against labor. Sales/use tax will be determined by County and the County shall be responsible for the payment of any such taxes.

5.0 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

6.0 TERMS & CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or resulting from the negligent or willful acts, errors, omissions or mistakes relating to the performance of this Contract caused by Contractor. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, the negligent or willful acts, errors, omissions or mistakes in the performance of this Contract caused by Contractor including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.4 Certificates of Insurance.

6.2.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without endeavoring to give thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 PROCUREMENT CARD ORDERING:

The County may determine to use a MasterCard Procurement Card, to place and/or make payment for orders under the Contract.

6.5 INTERNET COMMUNICATIONS AND ORDERING:

The County may at its option use the Internet to communicate and to place orders under this Contract.

6.6 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County Materials Management Department
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003

For Contractor:

Northrop Grumman Information Technology, Inc.
Attn: Contracts Administrator
15010 Conference Center Drive
Chantilly, VA 20151-3801

6.7 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.8 TERMINATION FOR DEFAULT:

6.8.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.8.2 Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.8.3 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.10 OFFSET FOR DAMAGES:

6.10.1 In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.11 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to

the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.12 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.13 SUBCONTRACTING:

As this is a sole source contract, the Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof.

6.14 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for County.

6.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.16 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.17 ALTERNATIVE DISPUTE RESOLUTION:

6.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.17.1.1 Render a decision;

6.17.1.2 Notify the parties that the exhibits are available for retrieval; and

6.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for

attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.18 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.18.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

6.18.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.19.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.19.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor.

6.20 AVAILABILITY OF FUNDS:

6.20.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

6.20.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any

suspension, amendment, or termination under this Section, at least ten (10) days in advance.

6.21 CONTRACT COMPLIANCE MONITORING

County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. The Contractor shall make available for inspection and/or copying by County, all records and accounts relating to the work performed or the services provided under this Contract.

6.21.1 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.21.1.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.21.2 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may terminate the Contract for default in accordance with Section 6.8 above.

6.22 STRICT COMPLIANCE

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

6.23 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.24 RIGHTS IN DATA:

The County shall own and have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.25 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.26 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States County Court for the County of Arizona, sitting in Phoenix, Arizona.

6.27 CONTRACTOR LICENSE REQUIREMENT:

6.27.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

- 6.27.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.28 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 6.28.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.28.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.28.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.28.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.28.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

- 6.28.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

- 6.28.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.29 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, the terms of this Contract shall prevail, except the Contractor's license agreement shall prevail where it pertains to the use of the Contractor's product.

6.30 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.

6.30.1 Exhibit A, Pricing

6.30.2 Exhibit B, Scope of Services

6.30.3 Exhibit C, Contractor Travel Policy

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Sue Jun, Contracts Administrator
PRINTED NAME AND TITLE

15010 Conference Center Drive, Chantilly, VA 20151
ADDRESS

10/16/09
DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

OCT 23 2009
DATE

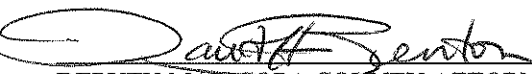
ATTESTED:



CLERK OF THE BOARD 09/16/09

OCT 23 2009
DATE

APPROVED AS TO FORM:



~~DEPUTY MARICOPA COUNTY ATTORNEY~~
Attorney for BOS

Oct 22 2009
DATE

EXHIBIT A

PRICING

SERIAL 09085-SS
NIGP CODE: 9204501

RESPONDENT NAME: Northrop Grumman Information Technology,
Inc
VENDOR NUMBER :
ADDRESS: 15010 Conference Center Drive
Chantilly, VA 20151
P.O. ADDRESS:
TELEPHONE NUMBER: 571-313-2612
FACSIMILY NUMBER: 571-313-2085
WEB SITE:
REPRESENTATIVE: Sue Jun
REPRESENTATIVE E-MAIL: Sue.jun@ngc.com

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS
CONTRACT:

☐ ☒

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

☒ ☐

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:

☐ ☒ %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.

☒ NET 30 DAYS

Period No. 1– October 1, 2009 to September 30, 2010

NGIT Software Maintenance:	
CAD	\$29,260.00
GDI Tools	\$ 9,724.00
CommandPoint Mobile	<u>\$22,050.00</u>
Total Due for Period No. 1	<u>\$61,034.00</u>

Period No. 2 – October 1, 2010 to September 30, 2011

NGIT Software Maintenance:	
CAD	\$30,723.00
GDI Tools	\$10,210.00
CommandPoint Mobile	<u>\$23,153.00</u>
Total Due for Period No. 2	<u>\$64,086.00</u>

Period No. 3 – October 1, 2011 to September 30, 2012

NGIT Software Maintenance:		
CAD		\$32,259.00
GDI Tools		\$10,721.00
CommandPoint Mobile		<u>\$24,310.00</u>
Total Due for Period	No. 3	<u>\$67,290.00</u>

Period No. 4 – October 1, 2012 to September 30, 2013

NGIT Software Maintenance:		
CAD		\$33,872.00
GDI Tools		\$11,257.00
CommandPoint Mobile		<u>\$25,526.00</u>
Total Due for Period	No. 4	<u>\$70,655.00</u>

Period No. 5 – October 1, 2013 to September 30, 2014

NGIT Software Maintenance:		
CAD		\$35,566.00
GDI Tools		\$11,820.00
CommandPoint Mobile		<u>\$26,802.00</u>
Total Due for Period	No. 5	<u>\$74,188.00</u>

1. Basic software service shall be provided five (5) days per week from 5:30 a.m. through 5:30 p.m. Pacific Time excluding NORTHROP GRUMMAN holidays.

Calls made outside the above Basic service times will be billable as follows:

Period No. 1 - \$1,140 per call for the first four hours of consultation and \$285/hour for an additional consultation

Period No. 2 - \$1,200 per call for the first four hours of consultation and \$300/hour for an additional consultation

Period No. 3 - \$1,260 per call for the first four hours of consultation and \$315/hour for an additional consultation

Period No. 4 - \$1,320 per call for the first four hours of consultation and \$330/hour for an additional consultation

Period No. 5- \$1,388 per call for the first four hours of consultation and \$347/hour for an additional consultation

However, if Serious problems arise (see 3. *Severity Level*) and the Customer cannot correct them by following the system management procedures previously supplied by NORTHROP GRUMMAN, calls made outside of the Basic service times will not be billable. The determination of whether an after-hours call is billable will be made solely by NORTHROP GRUMMAN.

2. **ON DEMAND MAINTENANCE SERVICES - ODMS**

ODMS is defined as forty (40) contiguous hours of remote NORTHROP GRUMMAN Programmer services for the "NORTHROP GRUMMAN installed system" (System). Services to be performed by the NORTHROP GRUMMAN Programmer are at the discretion of the Customer. It is advisable to transmit to NORTHROP GRUMMAN, prior to the NORTHROP GRUMMAN Programmer service, a list of work descriptions desired by the Customer. The ODMS to be performed by the NORTHROP GRUMMAN Programmer will be on a "best effort" basis. If the work is not complete or task finished by the NORTHROP GRUMMAN Programmer at the end of forty (40) hours, the Customer has the option to contract for additional ODMS or have NORTHROP GRUMMAN complete the work on a "time and

materials" (T&M) basis. The additional ODMS or T&M work will have to be mutually agreed to and scheduled. ODMS work completed by NORTHROP GRUMMAN will then be transferred and maintained under the Master Maintenance Agreement.

The annual ODMS rates for forty (40) hour blocks are as follows:

Period No. 1 - \$10,000
Period No. 2 - \$10,500
Period No. 3- \$11,025
Period No. 4 - \$11,500
Period No. 5 - \$12,000

Customer has the option to have the NORTHROP GRUMMAN Programmer on site. Travel is not included in the rates as defined as above. Travel shall be billed per Exhibit D.

EXHIBIT B

SCOPE OF SERVICES

With respect to the Software System, NORTHROP GRUMMAN agrees to perform, or cause to be performed, the following maintenance services:

- 1.0 NORTHROP GRUMMAN will retain a complete copy of the Software System source code.
- 2.0 If during the term of this Agreement, (a.) the Customer discovers defects in the Software System such that same will not perform in accordance with NORTHROP GRUMMAN's design; (b.) the Customer notifies NORTHROP GRUMMAN of such defects; and, (c.) such defects are reproducible, then NORTHROP GRUMMAN shall provide, or cause to be provided, timely corrections of such defects. As applicable and required, Customer shall be responsible for installing corrections to applicable workstation software.
- 3.0 If problems arise concerning the Software System, NORTHROP GRUMMAN will provide a reasonable amount of telephone assistance within the schedule stated in Exhibit B.
- 4.0 If serious problems arise from the NORTHROP GRUMMAN application (see 3. Severity Level) and the Customer cannot correct them by following system management procedures previously supplied by NORTHROP GRUMMAN, NORTHROP GRUMMAN will provide assistance to restore the Software System operations 24 hours a day, 365 days a year without additional charge to the Customer.
- 5.0 With respect to the Software System, NORTHROP GRUMMAN will not perform, or cause to be performed under the scope of this agreement, duties of Oracle database administration. Oracle database administration shall be the responsibility of the Customer. Should the Customer request, in writing, NORTHROP GRUMMAN's assistance with Oracle database administration as it pertains to the NORTHROP GRUMMAN Application Systems installed, NORTHROP GRUMMAN will endeavor to provide database administration services at NORTHROP GRUMMAN's then current Time and Material Rate.
- 6.0 With respect to the previous paragraph, the following actions are considered database administration, and as such, will not be performed under this agreement:
 - Database recovery
 - Monitoring Database Space (utilization)
 - Monitoring Alert Log
 - Defragmentation of free space
 - Monitoring, and increasing, table space
 - Manipulation of the Oracle listener

Any tool/routine provided by NORTHROP GRUMMAN and not modified by the customer shall be supported under the terms of the Agreement.

7.0 Severity Level

Problems that prevent the actual execution of a critical function of the Software System specified in Exhibit A shall be defined as "Serious". Serious system problems include:

- 7.1 complete system outage;
- 7.2 the failure of a major portion of the database engine or message switching system;
- 7.3 in CAD systems, the loss of a major portion of complaint receiving or dispatch terminals;
- 7.4 in CAD systems, the inability to dispatch an area or areas;
- 7.5 in CAD systems, the loss of unit suggestion;
- 7.6 in CAD systems, the loss of the geographical validation applications;
- 7.7 in records systems, the failure of the MUX process;

- 7.8 in records systems, the failure of the INCIDENT or INTAKE modules;
- 7.9 loss of communications with the mobile data controller, other than such loss due to malfunction occurring outside of the NORTHROP GRUMMAN system;
- 7.10 system response times doubling and continuing beyond fifteen (15) minutes, other than such doubling due to malfunction occurring outside of the NORTHROP GRUMMAN system.

8.0 Responsibilities of Customer

The obligations of NORTHROP GRUMMAN under this Agreement are conditioned upon:

- 8.1 Customer assigning a Coordinator to ensure that Customer's assignments in connection with this Agreement is met, to coordinate appropriate schedules in connection with NORTHROP GRUMMAN's services hereunder, and to serve to provide other coordination activities which are necessary for NORTHROP GRUMMAN to perform its services hereunder. As applicable and required, Coordinator shall also be responsible for distributing Software System corrections to the individual client workstations.
- 8.2 Customer assigning at least two technically capable individuals, as required by NORTHROP GRUMMAN to assist NORTHROP GRUMMAN in performing its services hereunder.
- 8.3 Customer establishing an on-site dial-up line to enable NORTHROP GRUMMAN to remotely access the Software System. Customer, in accordance with a schedule mutually agreed upon by NORTHROP GRUMMAN and Customer, shall connect the dial-in modem, at customer's cost and expense, in order to enable NORTHROP GRUMMAN to remotely access the Software System. Customer shall also compile programs and run appropriate tests following each remote access by NORTHROP GRUMMAN
- 8.4 Customer shall be responsible for controlling security and access to the computer systems. The Customer shall connect the dial-in modem in a timely manner to allow NORTHROP GRUMMAN to perform maintenance activities, and the Customer shall provide the appropriate usernames and authorization codes to NORTHROP GRUMMAN whenever maintenance work is to be done.
- 8.5 Customer shall not perform any modifications or enhancements to the Software System or allow any person or entity not specifically authorized by NORTHROP GRUMMAN to perform any modifications or enhancements to the Software System.
- 8.6 As applicable and necessary, during the term of the Master Maintenance Agreement, and any subsequent extensions of the term, Customer shall provide NORTHROP GRUMMAN with a verified copy of the Software System back-up, including Source Code, on an annual basis, at no cost to NORTHROP GRUMMAN, for use in assisting the Customer during disaster recovery efforts if requested.
- 8.7 It is the Customer's sole responsibility for insuring System Management Procedures are performed for continuous operation of the CAD and RMS/MIS systems. This includes, but is not limited to, performing system and file backups, routine configuration changes, installation of operating system and application patches, system and database backups, system and database performance tuning, network problem diagnosis, and system monitoring and preventive maintenance. Detailed System Management duties and responsibilities are outlined in the System Management Guide.
- 8.8 Customer shall coordinate hardware repairs with the appropriate third-party hardware maintenance provider.

9.0 License

With respect to each correction to the Software System furnished to Customer under this Agreement, Customer is granted a non-exclusive, non-assignable, non-transferable license to use such correction solely as appropriate as part of the Software System as defined in the "License" Article of the Agreement for the System(s).

The software system to be maintained under this Agreement including any unique technical conditions is as follows:

9.1 The Customer's Computer Aided Dispatch system as defined in the original Functional Specification Document as submitted to and accepted by the Customer including any additional contractual work performed by NORTHROP GRUMMAN Information Technology, Inc.

9.2 The Geographic Data Interchange Tools as defined in the original Functional Specification Document as submitted to and accepted by the Customer including any additional contractual work performed by NORTHROP GRUMMAN.

9.3 The CommandPoint Mobile Data Computers as defined in the original Functional Specification Document as submitted to and accepted by the Customer including any additional contractual work performed by Northrop Grumman.

10.0 Independent Contractor

NORTHROP GRUMMAN is an independent contractor under this Agreement, and not an employee or agent of Customer. All payments hereunder shall be made to NORTHROP GRUMMAN. No deductions shall be made from the payments provided for under Exhibit A above for any reason including taxes, workman's compensation or insurance.

11.0 Limited Warranty

NORTHROP GRUMMAN MAKES NO WARRANTIES HEREUNDER, EITHER EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

12.0 Limitation of Remedy

Except for damages to third parties as set forth in Section 10, customer agrees that NORTHROP GRUMMAN's liability hereunder for damages shall not exceed the annual maintenance fee paid to NORTHROP GRUMMAN for the maintenance period in which the cause of the action occurred.

13.0 Limitation of Damages

IN NO EVENT SHALL NORTHROP GRUMMAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

EXHIBIT C

CONTRACTOR TRAVEL POLICY

Purpose

This policy is established in order to maintain a uniform definition of allowable and allocable costs acceptable to Maricopa County / Special Countys (hereinafter "the County"). It is recognized that there will be times when it is necessary for contractors to travel to the County in order to perform services under a contract. Use of this policy should insure the County does not become liable for unwarranted or excessive travel expense invoices from contractors.

- A. All contract-related travel shall be prior-approved by the County.
- B. Travel, lodging, and per diem expenses incurred in performance of County contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC
- C. Commercial air travel shall be scheduled at the lowest available and/or most direct flight airfare rate at the time of any approved contract-related travel. A fare other than the lowest rate may be used only when seats are not available at the lowest fare or air travel at a higher rate will result in an overall cost savings to the County. Business class airfare is allowed only when there is no lower fare available to meet County needs.
- D. Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler.
 - 1. Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse the contractor if the contractor chooses to purchase these coverages.
 - 2. Rental vehicles are restricted to sub-compact, compact, or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain written approval from the County prior to rental of a larger vehicle.)
 - 3. The County will reimburse the contractor for parking expenses if free, public parking is not available within a reasonable distance of the place of County business.
 - 4. The County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
- E. The contractor is responsible for any other miscellaneous personal expenses, as they are included in the contractor's lodging and per diem expenses.
- F. The County will reimburse any allowable and allocable business expense, excluding health club fees and business class air fares, except as indicated in paragraph "C" above.
- G. Travel and per diem expenses shall be capped at (TO BE PROPOSED) % of project price unless otherwise specified in individual contracts.